

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400129

PRINT DATE: 10/10/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1232025251
HILLENDALE FARMS EAST INC
DBA NEARBY EGGS INC
2862 DARON RD
SPRING GROVE, PA 17362
(717)229-0601

REFER QUESTIONS TO:

VANESSA A WILLIAMS
(410)767-8855
VANESSA.WILLIAMS@MARYLAND.GOV

ITB:

EXPR DATE: 09/30/15
POST DATE: 10/01/14

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT *
* SHELL EGGS *

CONTRACT PERIOD: OCT. 01, 2014 THRU SEPT 30, 2015

.=====FINAL RENEWAL=====

THIS IS THE FINAL RENEWAL ON THIS CONTRACT FOR ONE (1) YEAR PERIOD WITH THE SAME TERMS AND CONDITIONS.

THE PRICING WILL BE ACCORDING TO THE PRICING AS STATED UNDER THE PRICE ADJUSTMENT SECTION OF THESE DETAILED SPECIFICATIONS.

CONTRACT SHALL BE FOR U.S. CONSUMER GRADE A MEDIUM SIZE EGGS, PACKED THIRTY (30) DOZEN PER CASE. WHITE OR BROWN EGGS ACCEPTABLE BASED ON BEST PRICE AND AVAILABILITY TO FULFILL DELIVERY REQUIREMENT.

THIS CONTRACT IS AN INDEFINITE DELIVERY, FIXED UNIT PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ADJUSTMENTS."

PROCESSING FEE

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

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TERMS (cont'd):

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMIALED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

THE ESTIMATED QUANTITIES REPRESENT THE ANTICIPATED COMBINED NEEDS FOR THE ONE (1) YEAR PERIOD NOTED ABOVE AND ARE NOT TO BE CONSTRUED AS FIXED FOR THIS CONTRACT PERIOD. ESTIMATED QUANTITIES REPRESENTED IN THIS SOLICITATION ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. ORDERS MAY BE MORE OR LESS THAN LISTED.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

THIS CONTRACT IS NOT A REQUIREMENTS CONTRACT AND GRANTS NO EXCLUSIVE RIGHT TO THE CONTRACTOR TO SUPPLY TO THE STATE OF MARYLAND ANY GOODS OR SERVICES COVERED BY THE CONTRACT. THE STATE MAY PURCHASE GOODS AND SERVICES COVERED BY THE CONTRACT FROM ANY OTHER SOURCE DURING THE TERM OF THE CONTRACT.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

PRICE ADJUSTMENTS:

PRICE IS BASED ON THE DISCOUNT PER DOZEN OFFERED BELOW THE SPOT MARKET PRICE FOR U.S. CONSUMER GRADE A MEDIUM EGGS AS LISTED IN THE URNER BARRY PRICE REPORT.

DISCOUNT PER DOZEN OFF URNER BARRY SPOT PRICE SHALL REMAIN FIRM

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TERMS (cont'd):

FOR THE DURATION OF THE CONTRACT.

PRICE ADJUSTMENTS TO THE CONTRACT WILL BE PERMITTED ON A WEEKLY BASIS, BASED ON THE WEEKLY THURSDAY URNER BARRY SPOT MARKET PRICE. WEEKLY CONTINUING COPY OF THE URNER BARRY REPORT MUST BE FAXED WITH THE PRICE ADJUSTMENT REQUEST NOTICE FOR THE WEEK FOLLOWING THE THURSDAY URNER BARRY SPOT MARKET PRICE TO THE PROCUREMENT OFFICER, VANESSA WILLIAMS AT VANESSA.WILLIAMS@MARYLAND.GOV.

PRICE ADJUSTMENT REQUEST SHOULD BE RECEIVED BY THE PROCUREMENT OFFICER BY CLOSE OF BUSINESS EACH THURSDAY.

F. DELIVERY:

1. U.S.D.A. GRADING CERTIFICATE MUST ACCOMPANY EACH DELIVERY ALONG WITH LOT NUMBER VERIFICATION.

2. ESTIMATED QUANTITIES ARE BASED ON PRESENT DELIVERY SCHEDULES AND REPRESENT AN ESTIMATE OF NEEDS FOR THE NEXT CONTRACT PERIOD. DELIVERY FREQUENCY IS BASED ON ONE (1) DELIVERY PER WEEK. SOME AGENCIES MAY REQUIRE LESS FREQUENT DELIVERIES. VENDOR WILL BE NOTIFIED BY EACH AGENCY OF THEIR REQUIRED DELIVERY FREQUENCY AND QUANTITY AFTER AWARD.

3. DELIVERY CANCELLATIONS MUST BE CONFIRMED IN WRITING, FROM THE AGENCY, NO LATER THAN THE THURSDAY PRIOR TO THE WEEK'S DELIVERY TO BE CANCELED. DELIVERY QUANTITY CHANGES SHOULD FOLLOW THE SAME REQUIREMENTS AS CANCELLATIONS.

4. ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

5. ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

IDENTIFICATION - ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE

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TERMS (cont'd):

IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

VEHICLE SECURITY - IN MANY LOCATIONS, DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.

PATIENT/INMATE CONTACT - DELIVERY PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES OR PATIENTS, AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

DRIVERS WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF, GENERALLY INVOLVING A BACKGROUND CHECK TO ENSURE THAT THEY ARE NOT CONVICTED FELONS. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

AT SOME CORRECTIONAL FACILITIES, DRIVERS CAN NOT HAVE ANY WEAPONS (INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS CAN HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

G. GRADING:

ALL SHELL EGG SHIPMENTS WILL CONFORM TO THE ATTACHED SPECIFICATIONS FOR SHELL EGGS. THE CURRENT SPECIFICATIONS AND REQUIREMENTS PERTAINING TO SHELL EGGS REMAIN IN FORCE AND ARE SUBJECT TO REVISIONS THAT COINCIDE WITH THE STATE OF MARYLAND, DEPARTMENT OF AGRICULTURE REGULATION 15.04.01 AND COMAR 10.15.03.10.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	39021-0005XX	CS	

SHELL EGGS, FRESH, U.S. CONSUMER GRADE A, MEDIUM SIZE, 30 DOZ/CS
DELIVERY SCHEDULE:

SHELL EGGS, FRESH, U.S.D.A. GRADE A, MEDIUM SIZE, 30 DOZEN PER CASE

PRICING IS \$.0880 OFF OF PREVIOUS THURSDAY URNER BARRY MEDIUM MARKET PRICE. PRICING WILL BE UPDATED WEEKLY IN THE CONTRACT NOTEPAD ON THE STATE'S FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS).

END OF ITEM LIST

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GENERAL TERMS AND CONDITIONS:

1. DURATIONS: CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

2. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

3. CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

4. REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
VANESSA.WILLIAMS@MARYLAND.GOV
AWAWU.SALAKO@MARYLAND.GOV

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT.

- (1) A COUNTY OR BALTIMORE CITY;
 - (2) A MUNICIPAL CORPORATION;
 - (3) A GOVERNMENTAL AGENCY IN THE STATE;
 - (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
 - (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- OR

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(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY:

Vanessa A. Williams

BUYER AUTHORIZED DESIGNEE

DATE:

10/10/2014